RELEASE OF ALL CLAIMS
AND SETTLEMENT AGREEMENT
Between
WASHINGTON STATE UNIVERSITY
And
DAVID J. BROWN

I. PARTIES AND PURPOSE

This Release of All Claims and Settlement Agreement (AGREEMENT) is between Washington State University, an institution of higher education and an agency of the state of Washington, (WSU) and David J. Brown (STUDENT). STUDENT agrees to withdraw from and to not apply for readmission to WSU, or to enroll in courses at WSU, and to release any and all claims that STUDENT has or may have relating to his relationship with WSU, in exchange for the promises and agreements set forth below.

This AGREEMENT sets forth the agreed resolution of all matters arising from STUDENT'S entire relationship with WSU.

II. CONSIDERATION AND COVENANT

In consideration of the mutual promises and agreements contained herein, and in settlement of a disputed claim, the parties agree as follows:

A. **STUDENT'S Obligations.** STUDENT agrees as follows:

1. By his signature on this agreement, STUDENT hereby withdraws from WSU, effective May 11, 2010.

2. STUDENT will not apply for readmission to WSU or enroll in courses at WSU, now or at any time in the future. This AGREEMENT applies to all WSU campuses and locations, and includes distance and WSU Extension courses.

3. STUDENT, by his signature on this agreement, hereby withdraws all of his pending requests for WSU public records.

4. STUDENT, his heirs, assigns, or other successors in interest, hereby release, hold harmless, and forever discharge the STATE OF WASHINGTON and its officers, agents, employees, agencies, and departments (including WSU and its Regents) from any and all existing and future claims, damages and causes of action of any nature whatsoever arising out of any accident, occurrence, or event prior to and including the date of this AGREEMENT. This AGREEMENT includes all claims for personal or property injuries or damages and/or any claim regarding public records or release thereof whether based in law or equity, including those injuries and damages related to any matter considered as a student conduct matter, arising out of STUDENT'S activities or attendance at WSU as a student, or otherwise.

This is a final, conclusive and complete release of all known, unknown, anticipated and unanticipated claims and damages arising out of STUDENT'S attendance at or relationship with WSU prior to and including the date of this AGREEMENT.

5. STUDENT will indemnify and hold harmless the parties herein released from all loss, damage and expense of any kind or character arising out of any injury, damage or loss sustained by STUDENT herein relating to this AGREEMENT or the STUDENT'S relationship with the STATE OF WASHINGTON, and its officers, agents, employees, agencies, and departments (including WSU and its Regents).

B. **WSU's Obligations.** WSU agrees as follows:

1. To vacate the April 12, 2010, order and sanction imposed by the WSU Conduct Board.

2. To modify the April 2, 2010, no trespass directive as follows: The directive shall remain in effect as to all areas of the WSU Pullman campus, until June 1, 2011, at which time STUDENT shall have the same rights to access the WSU Pullman campus as other members of the public. Prior to June 1, 2011, if STUDENT has a legitimate business need to be on the WSU Pullman campus, STUDENT must be escorted by a WSU official, and prior arrangements for such escort must be made through the Office of the Dean of Students or the WSU Police.

3. STUDENT'S transcript will not reflect any violation of, or sanction under, the Standards of Conduct for Students.

4. Any disclosure of records or information regarding STUDENT from the Office of Student Conduct to parties external to WSU will be only as required by applicable state and federal laws.

C. **No Representation by WSU.** STUDENT has been advised to consult a personal attorney and/or other advisor(s) for advice as to consequences of this AGREEMENT. He has done so to his satisfaction. WSU makes no representations and has provided no advice in regard to any consequences of this AGREEMENT, and by his signature on this document, STUDENT confirms this. STUDENT has been represented by an attorney during the course of settlement negotiations and avers that he has had adequate time to consider this matter with advice of counsel.

D. **Attorney Fees and Costs.** This AGREEMENT includes any attorney fees, costs and any adverse tax consequences to student/claimant; the STUDENT is wholly responsible for any attorney fees, costs or other expenses (including tax consequences, if any) incurred by him. WSU is not responsible for any fees, costs or tax consequences of this settlement.

E. **Entire Agreement.** This AGREEMENT constitutes the entire agreement between the parties as to its subject matter and supersedes any and all other agreements, understandings, negotiations, and discussions, oral or written, express or implied. The parties agree that no other representations, inducements, promises, agreements, or warranties relating to this AGREEMENT, oral or otherwise, have been made to or by them.

F. **Modification.** No modification or waiver of this AGREEMENT shall be valid or binding unless executed in writing and signed by STUDENT and the WSU designees set forth herein or their successors.

G. **Construction.** This AGREEMENT shall be construed as written by both of the parties. Should any provision or clause of this AGREEMENT be deemed not in accordance with law, the remaining provisions shall survive.

III. SIGNATURES; KNOWING AND VOLUNTARY AGREEMENT/ RELEASE OF CLAIMS

STUDENT hereby declares that the terms of this AGREEMENT have been completely read and are fully understood and voluntarily accepted, for the purpose of making a full and final compromise, adjustment and settlement of any and all claims, disputed or otherwise. **STUDENT understands that in signing this release he forfeits the right to bring legal claims and abandons potential legal rights.**

STUDENT: **REVIEWED BY:**

_____ _____

David J. Brown Attorney for Student

Date:_____ Date:_____

State of Washington)
County of _____) ss.

Signed and sworn to before me this _____ day of _____, 2010, by David J. Brown.

_____
Printed Name:_____
Notary Public in and for the state of Washington
My appointment expires:_____

FOR WSU

Approved by:

_____

Richard A. Heath
Senior Associate Vice President
Business and Finance

Date:_____

Recommended by:

_____

Michael J. Tate, Vice President
Student Affairs, Equity and Diversity

Date:_____

_____

Eric Spangenberg, Dean
College of Business

Date:_____

Approved As To Form:

_____

Danielle A. Hess
Assistant Attorney General
Attorney for WSU

Date:_____